

**CAUSE NO. MDL 2022CI02879
BEFORE THE DESIGNATED PRETRIAL COURT**

IN RE CPS ENERGY GAS SUPPLIER
LITIGATION

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

407TH JUDICIAL DISTRICT

*Enterprise Products Operating, LLC v. CPS
Energy*

BEXAR COUNTY, TEXAS

Transferred from
CAUSE NO. 2021-24173

ENTERPRISE PRODUCTS OPERATING,
LLC,

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

Plaintiff/Counter-Defendant,

v.

334TH JUDICIAL DISTRICT

CITY OF SAN ANTONIO ACTING BY
AND THROUGH THE CITY PUBLIC
SERVICE BOARD (CPS ENERGY),

Defendant/Counter-Plaintiff.

HARRIS COUNTY, TEXAS

**DEFENDANT/COUNTER-PLAINTIFF CPS ENERGY'S
THIRD AMENDED ANSWER AND COUNTERCLAIM**

NOW COMES Defendant/Counter-Plaintiff City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and files this its Third Amended Answer and Counterclaim to Plaintiff Enterprise Products Operating, LLC's ("Enterprise") Second Amended Original Petition (the "Petition") and respectfully shows the Court as follows:

I. INTRODUCTION

1. Enterprise seeks recovery of an unconscionable fortune—nearly \$100 million over and above the \$36.5 million CPS Energy has already paid—for life-sustaining natural gas sold and purchased during the unprecedented Winter Storm Uri in 2021, declared by the governor to be a disaster. Tellingly, Enterprise’s demand as laid out in its Petition deliberately ignores the tragic circumstances surrounding these gas sales. Instead, Enterprise’s Petition attempts to paint a picture which portrays Enterprise as an innocent participant in a normally functioning market. As Enterprise well knows, this portrayal grossly mischaracterizes the events as they actually unfolded. CPS Energy faced the unprecedented Hobson’s choice to choose between paying Enterprise’s obscenely high prices for natural gas during the February Declared Disaster or, alternatively, depriving its customers of sources of heat and electricity in below freezing temperatures. In this case, the undisputed fact is that Enterprise, with full knowledge of CPS Energy’s customers’ dire need for natural gas in the face of the bitterly cold storm, *chose* to charge CPS Energy exorbitant, excessive, unlawful prices seeking to profit from a declared disaster. Enterprise’s pricing was untethered to commercial reasonableness and its attempt to shield its price gouging under the guise of the free market is unconscionable. CPS Energy has asserted its legal rights to shield its customers from the hundred million dollars of unlawful profits Enterprise is attempting to collect only to fatten its bottom line.

2. The fact that CPS Energy had no choice but to buy gas for its customers at any price demanded during the February Declared Disaster does not matter to Enterprise. It just wants money. Indeed, Enterprise seeks to recover the full amount of its exorbitant charges—down to the cent—that it chose to invoice for transactions with CPS Energy during the winter storm as though they were normal commercial transactions. The amounts that Enterprise seeks to recover reflect

coerced prices in a market that had stopped functioning (*i.e.*, the price ceased impacting demand¹) which provided an “opportunity” for Enterprise to grossly inflate prices to predatory levels and then hold in place those exorbitant prices knowing full well that public utilities, such as CPS Energy, had no choice but to continue to buy, at any price, on behalf of their customers.

3. The Petition of course ignores all of this. But Texas law does not. Enterprise’s rhetoric notwithstanding, CPS Energy’s defenses to Enterprise’s exorbitant prices are based on long-standing legal doctrines, deeply rooted in Texas law—public policy against price gouging in a declared disaster and unenforceability based on unconscionability principles. Those legal doctrines, on the facts of this case, dictate the same result.

II. FACTUAL BACKGROUND

4. In mid-February 2021, San Antonio endured a catastrophic winter storm that effectively broke the natural gas market. Over four million Texans lost power as temperatures plunged to the single digits. As temperatures fell, the demand for natural gas rose so high and supply fell so low that normal market conditions collapsed. Natural gas prices quickly swung from lawful commercial terms to unlawful and unconscionable predatory price gouging over a period of days.

5. The severe winter storm event the continental United States experienced in February 2021 was characterized by meteorologists as the most significant in terms of scope and duration since monitoring of these weather phenomena began in the 1950s. As a result of this

¹ At times of extreme demand and limited supply, scarcity pricing can occur. Scarcity pricing, to the extent that it incentivizes additional capacity and supplies, is not, in and of itself, a problem. When scarcity pricing results in increased reserves and supplies, it is a sign that the market is working. In short, the market usually works when the demand vs. supply dynamics in the market permits willing buyers and willing sellers to freely choose whether to enter into transactions. However, when as a result of extraordinary circumstances, such as a declared disaster, there are extreme demands for essential commodities and limited supplies to meet those demands, this can lead to unconscionable pricing as a result of the market ceasing to function. Under such circumstances, demands for essential goods are inelastic and there are no economic restraints upon prices charged by suppliers of those essential commodities.

winter storm, Texas experienced statewide, record-breaking cold weather, with San Antonio having three consecutive days of record low temperatures, during which the wind chills fell as low as -6 degrees Fahrenheit.

6. On February 12, 2021, Governor Abbott declared a state of disaster for all 254 counties within the State due to the imminent prolonged freezing temperatures, heavy snow, and freezing rain statewide (the “February Declared Disaster”).² The express stated purpose of the Governor’s disaster declaration was to “reduce vulnerability of people and communities of this state to damage, injury, and loss of... property resulting from natural or man-made catastrophes[.]”³ And one of the vulnerabilities of the people and communities of Texas that the Texas legislature expressly chose to protect during a declared disaster is the potential vulnerability to predatory price gouging.⁴ The Railroad Commission of Texas also issued an Emergency Order directing that “the transportation, delivery and/or sale of natural gas in the State of Texas for any other purpose other than serving human needs customers should be curtailed to the extent possible and necessary for the duration of this Emergency Order.”⁵

7. The February Declared Disaster was so extreme that it caused the market for natural gas to stop functioning (*i.e.*, the price ceased impacting demand) thereby creating an “opportunity” for numerous gas suppliers and marketers to grossly inflate prices and then hold in place those exorbitant predatory prices knowing full well that public utilities, such as CPS Energy, had no choice but to purchase gas on behalf of their customers regardless of how exorbitant the price.

² Press Release, *Governor Abbott Issues Disaster Declaration, Continues to Deploy Resources As Severe Winter Weather Impacts Texas*, OFFICE OF THE TEXAS GOVERNOR (Feb. 12, 2021) <https://gov.texas.gov/news/post/governor-abbott-issues-disaster-declaration-continues-to-deploy-resources-as-severe-winter-weather-impacts-texas>.

³ TEX. GOV’T CODE § 418.002(1).

⁴ TEX. BUS. & COM. CODE § 17.46(b)(27).

⁵ Emergency Order, RAILROAD COMMISSION OF TEXAS (Feb. 12, 2021), <https://rrc.texas.gov/media/cw3ewubr/emergency-order-021221-final-signed.pdf>.

Simply put, there is a point when scarcity pricing becomes unlawful price gouging—which is precisely what occurred with the natural gas prices charged by Enterprise to CPS Energy during the February Declared Disaster.

8. The February Declared Disaster was a disaster in every sense of the word. The human suffering was real and widespread. CPS Energy began receiving force majeure notices from gas suppliers, and experienced a significant storage withdrawal due to high demand and cuts in gas supply. As the February Declared Disaster continued, CPS Energy’s alternatives became fewer and fewer. CPS Energy, having no other choice, continued to acquire supplies of natural gas for its customers regardless of the price. And in the rare instances CPS Energy found a supplier who chose not to charge unconscionable prices or a supplier selling at less exorbitant prices, CPS Energy bought as much gas from those sources as possible.

9. While CPS Energy had no choice but to continue purchasing natural gas to meet the essential human needs of its customers, Enterprise elected to take advantage of CPS Energy’s desperate situation by only offering to sell natural gas to CPS Energy during the February Declared Disaster at exorbitant, unlawful, and unconscionable prices. Indeed, *Enterprise’s price for natural gas increased as much as 12,246% during the February Declared Disaster.* The following table reflects the transactions for which Enterprise delivered gas that were invoiced at unconscionable prices that violate public policy and how those prices compare to the prevailing price of natural gas at \$3.25/MMBtu two days before Governor Abbott declared a state of disaster:

<u>Dates Delivered</u>	<u>Price Enterprise Charged</u> (per MMBtu)	<u>Enterprise Storm Prices</u> <u>as % of Pre-Storm Price</u> (of \$3.25/MMBtu ⁶)
February 13-16	\$181.91	5,497%
February 13-16	\$183.16	5,536%

⁶ This was the published Houston Ship Channel (HSC) Index price on February 10, 2021.

February 13-16	\$182.16	5,518%
February 13-16	\$160.00	4,823%
February 13-16	\$185.66	5,613%
February 13-16	\$154.62	4,658%
February 16	\$200.00	6,054%
February 17	\$401.25	12,246%
February 17	\$400.00	12,208%
February 17	\$400.00	12,208%
February 17	\$300.00	9,131%
February 18	\$300.01	9,131%
February 18	\$299.76	9,123%
February 19	\$55.29	1,601%

10. This is not a case where CPS Energy is refusing to pay Enterprise for natural gas purchases during February 2021. Indeed, ahead of the scheduled due date, CPS Energy paid Enterprise all amounts invoiced by Enterprise for natural gas delivered during February 2021 up to a maximum per MMBtu price of \$38.83, for a total payment to Enterprise of **\$36,488,218.94**. A price of \$38.83/MMBtu for natural gas represents the outer reaches of any commercially reasonable price for natural gas. Nothing else is due.

11. CPS Energy's payment of \$38.83/MMBtu for natural gas purchased during the February Declared Disaster is 1,095% more than the prevailing price of natural gas two days before Governor Abbott declared a state of disaster,⁷ and 911% more than the price the day after the storm ended.⁸ Even so, the difference between the exorbitant prices Enterprise charged during the February Declared Disaster and the \$38.83/MMBtu CPS Energy paid Enterprise under its invoice

⁷ As in the above table, this calculation uses the HSC Index price from February 10, 2021: \$3.25/MMBtu.

⁸ This calculation uses the HSC Index price from February 20, 2021. To put that in perspective, the State of Texas filed a price gouging lawsuit against a hotel for increasing rates by 169% during the February Declared Disaster.

is still \$99,734,287.01, demonstrating the magnitude of Enterprise's attempted profiteering at the expense of CPS Energy's customers.

III. GENERAL DENIAL

12. Pursuant to Texas Rule of Civil Procedure 92, CPS Energy generally denies all allegations contained in Enterprise's Second Amended Original Petition. CPS Energy requests that this Court require Enterprise to prove such allegations by a preponderance of the evidence as required by the Texas Constitution and by the statutes, laws, and Rules of Civil Procedure of the State of Texas.

IV. SPECIFIC DENIALS & AFFIRMATIVE AND OTHER DEFENSES

13. Pleading in the alternative, CPS Energy asserts the following specific denials and/or defenses, without conceding that the defenses are affirmative and without assuming the burden of proof on any defense, element or issue where the burden would otherwise fall on Enterprise:

- a. Enterprise's claims are barred, in whole or in part, under Texas public policy;
- b. Enterprise's claims are barred, in whole or in part, under the theory of unconscionability;
- c. Enterprise's claims are barred, in whole or in part, under the unclean hands doctrine;
- d. Enterprise's breach of contract claim is barred, in whole or in part, by its own prior material breach;
- e. CPS Energy asserts its right to offset any judgment by amounts owed due to Enterprise's own non-performance and pending counterclaims;
- f. Enterprise is not entitled to attorney's fees and expenses; and
- g. Enterprise's claims for damages are barred or otherwise limited by contractual limitations on, and waivers of the ability to recover, consequential, incidental, punitive, exemplary, indirect, lost profits, or business interruption damages.

V. JURY DEMAND

14. CPS Energy hereby demands a trial by jury.

CPS ENERGY'S COUNTERCLAIM

15. Nothing more is due to Enterprise over what has already been paid by CPS Energy. However, if a determination is made that further amounts are owed, CPS Energy alternatively pleads that such amounts must be offset by the damages incurred by CPS Energy as a result of Enterprise's failure to deliver the promised quantities of natural gas during the February Declared Disaster. Enterprise's failure required CPS Energy to acquire replacement quantities of gas at even higher (albeit all unconscionable and exorbitant) prices.

16. Enterprise knew that during the February 2021 freezing weather, CPS Energy was in a position where it most needed natural gas.⁹ On Thursday, February 11, 2021, before the storm's arrival in San Antonio, CPS Energy requested that Enterprise commit to supply CPS Energy with gas for Friday and through the upcoming long holiday weekend. Enterprise refused to do so, choosing to wait until the following day—the last business day before the long weekend when the winter storm was becoming more imminent, the forecast more severe, and CPS Energy's options more limited—to sell natural gas to CPS Energy for delivery over the holiday weekend.

17. On the following day, February 12, 2021, Enterprise entered a firm obligation to deliver specified daily volumes of natural gas to CPS Energy from February 13-16, 2021. The natural gas required by CPS Energy between February 13 and February 16, 2021, was critical to meet the human needs of its customers—the citizens of San Antonio and the surrounding region. At all times, Enterprise understood this critical need. Yet, Enterprise failed to deliver all of the required specified daily volumes to CPS Energy and improperly attempted to retroactively declare

⁹ “Enterprise provided CPS Energy with natural gas when Defendant needed it most – during the February 2021 freezing weather that occurred in Texas and surrounding states.” Enterprise's Petition at ¶ 8.

force majeure seeking to excuse itself from its failure to perform. As a result, CPS Energy had to purchase replacement supplies of natural gas at higher prices.

VI. PARTIES

18. San Antonio is the seventh-largest city in the United States and the second-most populous city in Texas. Counter-Plaintiff CPS Energy, its municipally owned electric and gas utility, serves more than 2,000,000 residents, 820,000 electric customers, and 345,000 natural gas customers in its service territory. It is the nation's largest municipally owned electric and gas utility. CPS Energy has a long history of service in the San Antonio area spanning more than 161 years. Its service area includes not only San Antonio but also 31 other municipalities in and around the metropolitan area encompassing all of Bexar County and portions of seven adjacent counties.

19. Counter-Defendant Enterprise is the Plaintiff in this matter and has availed itself of this Court's jurisdiction. Enterprise is a citizen of Texas and may be served with process through its counsel of record in this matter, Paul Dobrowski, partner at DOBROWSKI STAFFORD & PIERCE LLP, 4601 Washington Avenue, Suite 300, Houston, Texas 77007.

VII. JURISDICTION AND VENUE

20. This Court has subject matter jurisdiction because CPS Energy is seeking an amount in excess of the minimum jurisdictional requirements of this Court.

21. Venue for pretrial proceedings is proper before the Pretrial Court, designated by the Multidistrict Litigation Panel, in the 407th Bexar County Judicial District Court for pretrial procedures Pursuant to Rule 13.6(b) of the Texas Rules of Judicial Administration.

22. Venue for trial is proper before the 334th Harris County Judicial District Court pursuant to TEX. CIV. PRAC. & REM. CODE § 15.062(a).

VIII. DISCOVERY CONTROL PLAN

23. In accordance with Texas Rule of Civil Procedure 190.4, CPS Energy intends to conduct Level III discovery. This counterclaim is not governed by the expedited actions process in Rule 169 of the Texas Rules of Civil Procedure.

24. In accordance with Texas Rule of Civil Procedure 47(c), CPS Energy seeks monetary relief greater than \$1 million.

IX. FACTUAL BACKGROUND

25. Enterprise entered into six transactions with CPS Energy for delivery each day from February 13-16, 2021 (the “Weekend Deliveries”).¹⁰ The total volume of natural gas Enterprise was obligated to deliver to CPS Energy pursuant to the Weekend Deliveries was 360,000 MMBtus or 90,000 MMBtus/day. Enterprise proposed the daily volume, price, and delivery point for each Transaction Confirmation memorializing the Weekend Deliveries. Both parties’ Transaction Confirmations demonstrate that Enterprise accepted a firm obligation to deliver this natural gas to CPS Energy.

26. However, beginning on February 14, 2021, Enterprise failed to deliver the total volume of natural gas required by the Weekend Deliveries. Enterprise’s failure to deliver specified daily volumes for the Weekend Deliveries continued throughout the rest of the weekend:

<u>Delivery Date</u>	<u>Purchased Qty</u>	<u>Allocated Qty</u>	<u>Undelivered Qty</u>
February 14	90,000	82,162	7,838
February 15	90,000	58,308	31,692
February 16	90,000	57,634	32,366

27. Although Enterprise delivered some natural gas to CPS Energy, it failed to deliver the agreed-upon volumes, curtailing its deliveries over a three-day period. As a result of

¹⁰ This was a holiday weekend due to Presidents’ Day; hence the inclusion of Monday, February 16, 2021.

Enterprise's failure to meet its delivery obligations, CPS Energy used commercially reasonable efforts to obtain the natural gas Enterprise failed to deliver, consistent with the amount of notice provided by Enterprise, the immediacy of CPS Energy's consumption needs, the quantities involved, and the anticipated length of Enterprise's failure to deliver. The price of the natural gas purchased by CPS Energy to cover the natural gas Enterprise failed to deliver to CPS Energy during the February Declared Disaster exceeded the price of the Weekend Deliveries. Even though Enterprise and CPS Energy continued to communicate throughout the delivery period for the Weekend Deliveries, Enterprise did not declare force majeure at that time. Instead, days later, after the ice had thawed, Enterprise sent a purported force majeure notice on February 22, 2021 that was legally deficient. Accordingly, Enterprise is liable to CPS Energy for its cover damages.

X. CAUSES OF ACTION

A. Count 1: Declaratory Judgment

28. CPS Energy incorporates the factual allegations set forth above by reference as if stated fully herein.

29. There is a present justiciable controversy between CPS Energy and Enterprise concerning the cover damages owed by Enterprise to CPS Energy as a result of its failure to deliver contractually agreed quantities of natural gas during the February Declared Disaster.

30. All necessary parties are joined to this lawsuit.

31. Accordingly, CPS Energy respectfully requests that the Court issue the following declarations: (a) Enterprise entered a firm obligation to deliver 360,000 MMBtus (at 90,000 MMBtus/day) from February 13-16, 2021; (b) Enterprise failed to deliver the total 360,000 MMBtus (at 90,000 MMBtus/day) from February 13-16, 2021; and (c) CPS Energy is entitled to offset cover damages associated with Enterprise's failure to deliver natural gas during the February

Declared Disaster in the unlikely event any amounts are determined to be owed by CPS Energy to Enterprise.

32. CPS Energy is entitled to recover reasonable and necessary attorney's fees in accordance with the Texas Civil Practice and Remedies Code § 37.009. CPS Energy seeks recovery of its reasonable and necessary attorney's fees from Enterprise, as it has been required to employ the undersigned attorneys to file suit and has agreed to pay reasonable fees for services rendered.

B. Count 2: Breach of Contract

33. CPS Energy incorporates the factual allegations set forth above by reference as if stated fully herein.

34. CPS Energy and Enterprise entered into transactions wherein Enterprise agreed to sell and deliver natural gas to CPS Energy at set volumes on February 14, 15, and 16, 2021. Enterprise breached these firm obligations by failing to deliver all of the agreed upon volumes of natural gas to CPS Energy. Enterprise's breach resulted in damage to CPS Energy.

35. To the extent an event or occurrence of force majeure, if any, may have otherwise excused Enterprise's performance, Enterprise waived its right to claim force majeure by failing to provide notice of the reasonably full particulars of such alleged event of force majeure to CPS Energy as soon as reasonably possible.

36. As a result of Enterprise's breach of contract (by failing to deliver the contracted for gas), CPS Energy proximately suffered damages.

37. To prosecute its breach of contract claim, CPS Energy has been required to employ the undersigned attorneys to file suit and has agreed to pay reasonable fees for services rendered. Accordingly, CPS Energy seeks recovery of its reasonable and necessary attorney's fees pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code.

XI. CONCLUSION & PRAYER

38. For these reasons, CPS Energy respectfully prays that this Court render judgment of the following in CPS Energy's favor:

- a. That Enterprise take nothing herein and that its claims be dismissed with prejudice;
- b. Declaratory relief as requested herein;
- c. Actual damages;
- d. Attorney's fees and expenses;
- e. Equitable relief;
- f. Prejudgment and post judgment interest;
- g. Court costs; and
- h. All further relief, special or general, legal or equitable, to which CPS Energy is justly entitled.

Dated: April 11, 2024

Respectfully submitted,

/s/ Lauren A. Valkenaar

Lauren A. Valkenaar

Texas Bar No. 24088570

Rick Rosenblum

Texas Bar No. 17276100

Dylan R. Fedderman

Texas Bar No. 24105851

Megan D. Sturm

Texas Bar No. 24105779

**CHASNOFF VALKENAAR
& STRIBLING, LLP**

1020 N.E. Loop 410, Suite 150

San Antonio, Texas 78209

Telephone: 210-469-4155

Facsimile: 210-855-9898

lvalkenaar@chasnoffstribling.com

rosenblum@chasnoffstribling.com

dfedderman@chasnoffstribling.com

msturm@chasnoffstribling.com

*Counsel for Defendant/Counter-Plaintiff CPS
Energy*

CERTIFICATE OF SERVICE

I hereby certify that the foregoing has been served in compliance with the Texas Rules of Civil Procedure on this 11th day of April 2024, to the following counsel of record:

DOBROWSKI STAFFORD & PIERCE LLP
4601 Washington Avenue, Suite 300
Houston, Texas 77007
Telephone: (713) 659-2900
Facsimile: (713) 659-2908

Paul J. Dobrowski
Texas Bar No. 05927100
pjd@doblaw.com
Cody W. Stafford
Texas Bar No. 24068238
cstafford@doblaw.com
Thomas Ashton Leon "Tal" DeBauche
Texas Bar No. 24092331
tdebauche@doblaw.com
Jared McHazlett
Texas Bar No. 24118465
jmchazlett@doblaw.com

DAVIS CEDILLO & MENDOZA, INC.
McCombs Plaza, Suite 250
755 E. Mulberry Avenue
San Antonio, Texas 78212
Telephone: (210) 822-6666
Facsimile: (210) 660-3795

Ricardo G. Cedillo
Texas Bar No. 04043600
rcedillo@lawdcm.com

*Counsel for Plaintiff/Counter-
Defendant Enterprise
Products Operating, LLC*

/s/ Lauren A. Valkenaar

Lauren A. Valkenaar

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Jose Capetillo on behalf of Lauren Valkenaar
Bar No. 24088570
jcapetillo@chasnoffstribling.com
Envelope ID: 86536621
Filing Code Description: THIRD AMENDED
Filing Description: ANSWER OF CPS ENERGY
Status as of 4/12/2024 9:03 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Cody W. Stafford		cstafford@doblaw.com	4/11/2024 9:16:13 AM	SENT
john specia		jspecia@macwlaw.com	4/11/2024 9:16:13 AM	SENT
dawn gibbs		dgibbs@macwlaw.com	4/11/2024 9:16:13 AM	SENT

Associated Case Party: CPS Energy

Name	BarNumber	Email	TimestampSubmitted	Status
Santosh Aravind		saravind@scottdoug.com	4/11/2024 9:16:13 AM	SENT
David D. Shank		dshank@scottdoug.com	4/11/2024 9:16:13 AM	SENT
Ricky H. Rosenblum	17276100	rrosenblum@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Angie Espinoza		aespinoza@scottdoug.com	4/11/2024 9:16:13 AM	SENT
Christy Collins		ccollins@scottdoug.com	4/11/2024 9:16:13 AM	SENT
Cheryl JosephLaFond		clafond@scottdoug.com	4/11/2024 9:16:13 AM	SENT
Michele Paplanus		mpaplanus@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Lauren Ditty		lditty@scottdoug.com	4/11/2024 9:16:13 AM	SENT
Michelle Joyner		mjoyner@scottdoug.com	4/11/2024 9:16:13 AM	SENT
Megan Sturm		msturm@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Jose Capetillo		jcapetillo@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Dylan Fedderman		dfedderman@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
lauren valkenaar		lvalkenaar@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Rick Rosenblum		RRosenblum@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Daniel Lecavalier		dlecavalier@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Natsumi Covey		ncovey@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Jose Capetillo on behalf of Lauren Valkenaar
Bar No. 24088570
jcapetillo@chasnoffstribling.com
Envelope ID: 86536621
Filing Code Description: THIRD AMENDED
Filing Description: ANSWER OF CPS ENERGY
Status as of 4/12/2024 9:03 AM CST

Associated Case Party: CPS Energy

Natsumi Covey		ncovey@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Susie Smith		ssmith@scottdoug.com	4/11/2024 9:16:13 AM	SENT
Lauren Valkenaar		lvalkenaar@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT
Sarah Pita		spita@chasnoffstribling.com	4/11/2024 9:16:13 AM	SENT

Associated Case Party: ENTERPRISE PRODUCTS OPERATING, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Debra AnnArriola		darriola@lawdcm.com	4/11/2024 9:16:13 AM	SENT
Donna Shodrock		dshodrock@lawdcm.com	4/11/2024 9:16:13 AM	SENT
Thomas DeBauche	24092331	tdebauche@doblaw.com	4/11/2024 9:16:13 AM	SENT
Jared McHazlett		jmchazlett@doblaw.com	4/11/2024 9:16:13 AM	SENT
LeGia Russell		lrussell@doblaw.com	4/11/2024 9:16:13 AM	SENT
Becky Westfall		bwestfall@doblaw.com	4/11/2024 9:16:13 AM	SENT
Lesha Garrett		lgarrett@doblaw.com	4/11/2024 9:16:13 AM	SENT
Paul J.Dobrowski		pjd@doblaw.com	4/11/2024 9:16:13 AM	SENT
Jared McHazlett	24118465	jmchazlett@doblaw.com	4/11/2024 9:16:13 AM	SENT
Shane L.Kotlarsky		skotlarsky@doblaw.com	4/11/2024 9:16:13 AM	SENT
Sylvia K.Craven		scraven@doblaw.com	4/11/2024 9:16:13 AM	SENT
Mary Suarez		msuarez@doblaw.com	4/11/2024 9:16:13 AM	SENT

Associated Case Party: Houston Pipeline Company

Name	BarNumber	Email	TimestampSubmitted	Status
------	-----------	-------	--------------------	--------

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Jose Capetillo on behalf of Lauren Valkenaar
Bar No. 24088570
jcapetillo@chasnoffstribling.com
Envelope ID: 86536621
Filing Code Description: THIRD AMENDED
Filing Description: ANSWER OF CPS ENERGY
Status as of 4/12/2024 9:03 AM CST

Associated Case Party: Houston Pipeline Company

Name	BarNumber	Email	TimestampSubmitted	Status
Lamont A. Jefferson	10607800	LJefferson@jeffersoncano.com	4/11/2024 9:16:13 AM	SENT
Emma Karina Cano	24036321	ECano@JeffersonCano.com	4/11/2024 9:16:13 AM	SENT
R. Paul Yetter	22154200	pyetter@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
David Dahlberg		ddahlberg@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
Tyler Young		tyoung@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
bryce callahan		bcallahan@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
Casey Downing		cdowning@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
Robert Woods		rwoods@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
Justin Tschoepe		jtschoepe@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
Ali Shan Ali Bhai		asalibhai@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
Amy Farish		afarish@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
Samantha Richey		srichey@yettercoleman.com	4/11/2024 9:16:13 AM	SENT
Steven Vacek		svacek@yettercoleman.com	4/11/2024 9:16:13 AM	SENT

Associated Case Party: Vitol, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Ricardo G. Cedillo	4043600	rcedillo@lawdcm.com	4/11/2024 9:16:13 AM	SENT